

**GILA COUNTY**  
**NOTICE OF REQUEST FOR PROPOSALS**

**BID CALL 103111-1**

**S.O. TOWER INSTALLATION  
&  
RADIO EQUIPMENT RELOCATION PROJECT**

**BIDDER'S INFORMATION  
CONTRACT DOCUMENTS AND SPECIFICATIONS**



**\*BOARD OF SUPERVISORS\***  
**Tommie C. Martin, Chairman**  
**Shirley L. Dawson, Vice Chairman**  
**Michael A. Pastor, Member**

**\*County Manager\***  
**Don E. McDaniel Jr.**



**GILA COUNTY  
PROCUREMENT GROUP  
NOTICE OF INVITATION FOR BID**

1400 E. Ash Street  
Globe, Arizona  
85501

**SOLICITATION NUMBER  
103111-1**

**BID DUE DATE: December 29, 2011**

**TIME: 2:00 PM**

**DESCRIPTION: S.O. Tower Installation & Radio Equipment Relocation**

**MANDATORY SITE VISIT: December 15, 2011**

**Bid Opening Location: GILA COUNTY  
BOARD CONFERENCE ROOM #257  
1400 EAST ASH STREET, GLOBE, ARIZONA 85501**

**Bid Submittal Location: GILA COUNTY PROCUREMENT, 1400 E. Ash St., Globe, AZ 85501**

In accordance with A.R.S. §41-2533, Invitation for Bid for the materials and services specified will be received by the Gila County Procurement Group at the above specified location until the time and date cited.

Request for submittals after the specified date and time to the Procurement Group shall not be considered. To receive bid documents contact the Procurement Group at (928)402-8612.

Additional instructions for preparing a bid are provided on pages 4-7 of the bid documents to Offerors as contained within the solicitation.

The Board of Supervisors reserves the right to reject any or all bid proposals, or to accept any bid proposal, or to waive any informality in any bid proposal, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the Deputy Clerk of the Board's office, Globe, AZ.

Arizona Silver Belt advertisement dates: December 7 and 14, 2011

**BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Bryan B. Chambers, Chief Deputy County Attorney  
for Daisy Flores, County Attorney

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Tommie C. Martin, Chairman, Board of Supervisors

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**BIDDERS ARE HEREBY NOTIFIED**

1. The bidder must supply all the information required by the bidding documents or specifications. All proposals shall be made on the bid proposal forms prepared by Gila County as part of the Contract Documents. The proposal must include the following forms, **all with original signatures**, must accompany the bidders proposal:

- Qualification & Certification Form (Item No. 5 information included)
- Price Sheet
- Reference List
- Intentions Concerning Subcontracting
- Affidavit of No Collusion
- Legal AZ Workers Act Compliance
- Surety (Bid) Bond
- Bidders Checklist & Addenda Acknowledgment
- Offer Page

**Failure to include all required documents, all with original signatures, may invalidate the bid. Prices shall include all applicable taxes.**

2. **Proposal Guaranty** -Proposals shall be accompanied by a certified check, cashier's check or bid bond for 10 percent (10%) of the total contract price bid.
3. **Delivery of Proposal** - Each bid shall be sealed and plainly marked "**Bid No. 103111-1 S.O. Tower Installation & Radio Equipment Relocation**", on the outer most envelope or label. If courier is used, bidder shall instruct the courier to deliver the package by **Thursday, December 29<sup>th</sup>, 2011, 2:00 p.m.** on the date specified herein, to the Gila County Procurement Group at 1400 East Ash, Globe, Arizona 85501. **No bids will be accepted after 2:00 PM, December 29<sup>th</sup>, 2011.**
4. **Rejection of Bids** -The Owner reserves the right to reject any and all bids, waive all or any informalities in the bids.
6. **Arizona Contractor's License** -Prior to submission of bids, bidders must have a valid Arizona Contractor's License of a type which meets all criteria and requirements to perform the work as specified in the contract documents in accordance with the **Arizona State Registrar of Contractors**.
7. **Certificate of Insurance** -All certificates and endorsements are to be received and approved by the County prior to work commencing.
7. **Bid Opening Information** - Information regarding the bid award will not be available until after the Gila County Board of Supervisors has issued a decision regarding the submitted project bids. This will be the only time, until bid award, this information will be revealed.
8. **Mandatory Pre-Bid Walk Through**  
There is a mandatory site walk through scheduled for Thursday, **December 15, 2011, 10:00 AM**. Meeting shall be at the Gila County Sheriff's Office, 1100 South St., Globe, AZ. Only those companies signed in on the walk through sign-in sheet will be permitted to bid.

### **SCOPE OF WORK**

The Gila County Sheriff's Office is seeking a qualified Contractor to provide and install a seventy foot self supporting tower and move all radio/communications/ancillary support equipment from one location to another. As this bid is being funded through a federal grant the total cost of the project, including all applicable taxes, goods and services, is \$50,000. The total cost of this project shall not exceed this amount.

The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, drawings, materials, equipment, tools, and supplies required to complete the work in accordance with the specifications, and terms of the contract.

In this scope of work items indicated as "should" shall be considered as required while those indicated as "may" are subject to the discretion of and/or agreement between the contractor and the Gila County Sheriff's Office. Contractor is defined as the company/organization in responsible charge of all project implementation and associated activities.

#### **Equipment currently located at:**

- Gila County Sheriff's Office Globe Arizona, 1100 South St., Globe, Arizona

#### **Equipment to be relocated to:**

- Gila County 911 Dispatch Center, 1342 E. Monroe St., Globe, Arizona  
Existing tower located by building.

### ***Requirements***

This project includes; proper installation, bonding, grounding, suitable lightning protection, antenna/RF management equipment necessary to provide the best communications support on behalf of the Gila County Sheriff's Office. This work also involves uninstalling all radio/communications/ancillary support equipment presently located at the Globe, Arizona Office of the Gila County Sheriff, relocating and installing all radio/communications/ancillary support equipment into the new dispatch center located near the Gila County Courthouse in Globe (approximately 2 blocks away).

The present equipment includes, but is not limited to the following manufacturers:

- |              |            |
|--------------|------------|
| ▪ I-Com      | ▪ Tait     |
| ▪ Vertex     | ▪ Motorola |
| ▪ Telex/Vega |            |

A complete inventory of all radio equipment, frequencies, power output, antennas, etc. will be available upon written request. Requests can be sent to Undersheriff Adam Shepherd.

- Mailing address is Gila County Sheriff's Office, 108 West Main Street, Payson, Arizona 85541, or email to [ashepherd@co.gila.az.us](mailto:ashepherd@co.gila.az.us).

The support/ancillary equipment includes the Vega Voice over IP interface(s) along with decoding equipment necessary to decode MDC 1200 transmission. The interface should include an ANSI Standard RS 232 output that can be used as a computer interface. The Sheriff's Office has a requirement for five (5) units.

The project should also include a minimum of six (6) copies of Telex/Vega "C-Soft" software(c) to support the necessary interface into the new county's microwave system. A component of this software/system installation shall also include establishing suitable IP addressing as to allow control of all radio equipment

*Scope of Work continued...*

through the new microwave system. This will enable either dispatch location to operate the control stations for either the Globe or Payson Dispatch Centers. A copy of the existing IP addressing scheme is available upon written/email request (see above).

The various communications transmit and receive frequencies used at the Sheriff's Office (available upon request) should be considered to allow for implementation of proper RF management to optimize performance of the control/repeater stations, including but not limited to: isolators, bandpass filters, cavities, duplexers, etc. Interconnect cables should be double shielded or "hardline" type cable to minimize RF cable interconnection interference.

The existing antenna facility at the site should be considered as a part of the relocation project as well. The relocation should also include a new antenna structure and antennas to allow for the optimization of the overall control station systems performance. A "high gain" VHF omnidirectional antenna should be installed at the top of the 70 ft. tower. Directional antennas should be installed where appropriate. All transmission feed lines should be at least ½ inch diameter "hardline" or suitable alternative. The antenna structure should be a freestanding tower suitable for the task. All RF/antenna/tower equipment should be bonded and grounded in accordance with current engineering practice.

Contractor will provide drawings and suitable documentation for "as-built" equipment installation. Also to be included are details regarding IP addressing assignment(s) for all equipment / interface equipment.

### **Inspection of Work**

All work shall be subject to inspection by the County. The County shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

### **Final Clean Up**

Upon completion of the work and before acceptance the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, and rubbish.

### **Negotiations**

It is the intent of the County to award a Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bid Documents, is judged reasonable, and does not exceed the funds available.

- (a) The County shall have the authority to negotiate with the lowest bidder to reduce the scope of the Project in the event that all responsive bids exceed the Project budget.

Bids shall be made available for public inspection by appointment only after the award has been made by the Board of Supervisors. The Board of Supervisors has the sole authority to award bids and any statement by any employee of the County is not binding on the Board.

The following criteria will be considered a part of the evaluation process:

- (a) Competence and responsibility of Bidder.
- (b) Qualifications and experience of Bidder.
- (c) Past performance of Bidder.
- (d) Conformity with bidding requirements and general considerations.
- (e) Record of timely completion on past projects.

*Scope of Work continued...*

### **Negotiations with Individual Contractors**

Gila County Public Works Division shall establish procedures and schedules for conducting Negotiations. Disclosure of one (1) Contractor's Price or any information derived from competing Bid Prices or any information derived from competing Bids is prohibited.

- (a) Any response to a request for clarification of a bid shall be in writing.
- (b) The Public Works Division shall keep a record of all negotiations.

For the purpose of conducting Negotiations with Contractors, Gila County may use any of the following methods that, in their judgment, best meets the unique requirements.

- (a) **Concurrent Negotiations:** Negotiations may be conducted concurrently with responsible Contractors for the purpose of determining source selection and/or Contract Award.
- (b) **Exclusive Negotiations:** A determination may be made by the Public Works Director to enter into exclusive negotiations with the responsible Contractor whose bid is determined in the selection process to be the most Advantageous to Gila County.

Exclusive Negotiations may be conducted subsequent to concurrent Negotiations or may be conducted without requiring previous concurrent Negotiations.

- (a) A determination to conduct exclusive Negotiations shall not constitute a Contract Award nor shall it confer any property rights to the successful bidder.
- (b) If exclusive Negotiations are conducted and an agreement is not reached, the County may enter into exclusive Negotiations with the next highest ranked Contractor without the need to repeat the formal Solicitation process.

### **Bonds and Proposal Guaranty**

All supplemental agreements shall require consent of the Contractor's surety and separate performance and payment bonds.

- **Surety (Bid Bond):** Proposals shall be accompanied by a 10 percent (10%) Surety (Bid) Bond of the total Contract price bid.
- **Performance Bond and Labor & Material Bond** covering the faithful performance of the Contract and the payment of all obligations arising thereunder, each in the amount of one-hundred percent (100%) of the Contract Sum, shall be submitted in within five (5) days after notification of award of the Contract.

### **GENERAL PROVISIONS**

#### **Laws to be Observed**

The Contractor shall keep fully informed of all Federal and State laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all his officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees.

*Scope of Work continued...*

**Laws and Ordinances:** This agreement shall be enforced under the laws of the State of Arizona and Gila County. The Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**Permits, Licenses, and Taxes**

The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. All costs for any permits, licenses, fees, taxes, or other charges shall be included in the contract price bid.

**Public Convenience and Safety**

The Contractor shall control his operations and those of his subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

**Contractors Responsibility for Work**

Until the County's final written acceptance of the entire completed work, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or governmental authorities.

**Character of Workers, Methods, and Equipment**

The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

**Safety and Lost Control**

The Gila County Safety and Loss Control booklet must be read and signed by all working at the job site. During the pre-construction meeting a time will be set for the Gila County QA/QC Safety Compliance Officer for a safety meeting.



**INSTRUCTIONS TO CONTRACTORS**

**IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO CONTRACTORS AND EXHIBIT "B", CONTRACTORS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".**

**EXHIBIT "A" INSTRUCTIONS TO CONTRACTORS**

**Preparation of Sealed Proposal**

- A. Sealed Proposals will be received by the County of Gila Public Works Division, from Contractor(s) to deliver the product(s), goods and services contained to establish a contract for specified location within Gila County. The County seeks sealed Proposals only from qualified, experienced Contractors able to provide services which are, in all respects, responsive to the specifications. All Proposals shall be on the forms provided in this Request for Sealed Proposal package. It is permissible to copy these forms if required.
- B. Before submitting its Proposal and Qualification Form each Contractor shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the Contractor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Contractor(s) must complete the Proposal and Qualifications Forms provided in this Request for Proposal package in full, original signature in ink, by the person(s) authorized to sign the Proposal and to be submitted at the time of bid, and made a part of this contract. The County will use the Proposal and Qualifications Form in evaluating the capacity of the Contractor(s) to perform the Scope of Services as set forth in the Contract. Failure of any Contractor to complete and submit the Price Sheet and Signature/Offer Page at time and place of opening shall be grounds for automatic disqualification of the Contractor from further consideration.
- D. The names of all persons authorized to sign the Proposal must also be legibly printed below the signature.
- E. The full name of each person or company interested in the Request for Proposal shall be listed on the Proposal.
- F. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the County may require the Contractor to identify any alteration so initialed.

**Amendments**

Any addendum issued as a result of any change in this Request for Sealed Proposal must be acknowledged by all Contractors in the following manner:

- 1. The Contractor Checklist and Addenda Acknowledgement Form shall contain an acknowledgment of receipt of all Addenda.

Failure to indicate receipt of addenda in one of the above manners may result in a Proposal being rejected as non-responsive.

### **Inquiries**

Any questions related to this Request for Proposal must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to a Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the Contractor(s) must not place the Request for Proposal number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Proposal and may not be opened until after the official Request for Proposal due date and time. Questions received less than five (5) working days prior to the date for opening Proposals will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- A. Proposal results ARE NOT provided in response to telephone inquiries. A tabulation of proposals received shall be on file in the Gila County Board of Supervisors and Public Works offices and available for review after contract award.

### **Late Proposals**

Any proposal received later than the date and time specified on Invitation for Bids shall not be considered.

### **Submittal Proposal Format**

**It is required that Two copies (2 TOTAL ) with original signatures on all two (2) of the Proposal and Qualification Forms, Price Sheet, and Offer Page shall be submitted on the forms and in the format specified in the Request for Proposal.** The County will not be liable for any cost incident to the preparation of Proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the offer section of the Offer and Acceptance page, Contractor certifies:
  - A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
  - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, State, County, City, Town, etc., of the State of Arizona, will be allowed by Contractor awarded the contract to provide the same services, at the same prices stated in the Proposal. Delivery charges may differentiate depending on geographical location.
2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.
3. The County is not responsible for any Contractor(s) errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to the Proposal deadline.

**Disqualification of Bidders**

A bidder shall be considered disqualified for any of the following reasons:

- (a) Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
- (b) Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the County until any such participating bidder has been reinstated by the County as a qualified bidder.
- (c) Failure to submit all required official bid forms.

**The Proposal shall be submitted in a sealed envelope.**

- Minimum of TWO (2) copies, all with ORIGINAL SIGNATURES, shall be provided by the Contractor.
- The words "REQUEST FOR PROPOSALS" with Proposal Title "S.O. TOWER INSTALLATION & RADIO EQUIPMENT RELOCATION", Contract Number, "103111-1", Date "DECEMBER 29, 2011", and Time "2:00 PM" of Proposal opening shall be written on the envelope along with the name of the bidding Firm.
- The Contractor shall assume full responsibility for timely delivery at the location designated in the Notice.

## **GENERAL TERMS AND CONDITIONS**

### **Award of Contract**

The award of contract, if it is to be awarded, shall be made within sixty (60) calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

1. The Gila County Board of Supervisors reserves the right to award any Proposal by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.
  - a. Notwithstanding any or other provisions of the RFP, the County reserves the right to:
    1. Waive any immaterial defects or informalities; or
    2. Reject any or all Proposals; or portions thereof; or
    3. Reissue a Request for Proposal.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Contractor(s). To ensure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the Proposal of any Contractor(s) who has previously failed to perform adequately after having once been awarded a prior Proposal for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Request for Proposal will be reviewed by the Gila County Board of Supervisors.
5. Those Contractor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Proposals are most advantageous of the County may be invited to appear before the Board for an oral review.
6. The apparent successful Contractor(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

### **Protests**

Only other Contractors who have submitted a proposal have the right to protest. Protest of a proposed award or of an award must be filed within ten (10) days after award by the Board of Supervisors. A protest must be in writing and must include:

- A. The name, address and telephone number of the protester.
- B. The signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

All Protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash street, Globe, Arizona 85501.

**Laws and Ordinances**

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.

**EXHIBIT "B" CONTRACTORS AWARD AGREEMENT**

This exhibit shall serve as an example of the contract agreement to any Contractor, their agents, and/or representative's, awarded this or any portion of this contract by the County, by submitting Proposals to this or any other solicitation requiring sealed Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on page 29, Contractors Offer Page, and Exhibit "D" Contractors Qualification and Certification forms(s) pages 20-21.

**Overcharges by Antitrust Violations**

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

**Authority to Contract**

This contract shall be based upon the Request for Proposal issued by the County and the offer submitted by the Contractor in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP. The county reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Contractor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Contractor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

**Contract Amendments**

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Contractor.

**Contract Default**

- A. The County, by written notice of default to the Contractor, may terminate the whole or any part of this contract in any one of the following circumstances:
  - 1. If the Contractor fails to make delivery of the supplies or to perform the services within the times specified; or

2. If the Contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- B. In the event the County terminates this contract in whole or part, because of contractor default as described in (A)(1) and (A)(2) above, the County may procure supplies or services similar to those terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services.

### **Right to Assurance**

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

### **Costs and Payments**

Payments shall comply with the requirements of A.R.S. Title 35 and 41, Net 30 days. Upon receipt and acceptance of goods and services, the Vendor shall submit a complete and accurate invoice for payment. IRS W9 Form: In order to receive payment the Vendor shall have a current IRS W9 Form on file with the County unless not required by law.

### **Requirements of Contract Bonds**

At the time of the execution of the contract, the successful bidder shall furnish the County surety bond or bonds which have been fully executed by the bidder and his surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the County. All bonds shall conform to the requirements of A.R.S. §34-222 and §34-223.

### **Co-op Use of Contract – Intergovernmental Purchasing**

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The Contractor(s) to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the Contractor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Contractor.

### **Cancellation of County Contracts**

This contract is subject to the cancellation provisions of **A.R.S. §38-511**.

### **Termination of Contract**

The County, with or without cause, may terminate this contract at any time by mutual written consent, or by giving thirty (30) days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Contractor for acting or failing to act as in any of the following:

1. In the opinion of the County, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, Contractor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Contractor fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the County, Contractor fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Contractor will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

**General**

After receipt of all proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, unacknowledged Addenda, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

**MINIMUM SPECIFICATIONS**

**EXHIBIT "C" MINIMUM SPECIFICATIONS FOR: S.O. Tower Installation & Radio Equipment Relocation**

**Purpose:**

It is the intent of Gila County to establish, by this Request for Proposals, a contract for the relocation and installation of existing communications equipment and tower installation for the Gila County Sheriff's Office.

**SECTION 1.0**

**General:**

- 1.1 Contractor should have adequate facilities to serve the needs of Gila County.
- 1.2 All proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the proposal specifications.
- 1.3 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the proposal. The County does not guarantee any maximum or minimum amounts of purchase.
- 1.4 Contractor shall review its Proposal submission to assure the following requirements are met.
  - 1.4.1 One (1) original and One (1) copy, Two (2) total, all with original signatures shall be submitted**
  - 1.4.2 Qualification and Certification Forms (pgs 20-21)
  - 1.4.3 Price Sheet (pg 22)
  - 1.4.4 Reference List (pg 23)
  - 1.4.5 Intentions Concerning Subcontracting (pg 24)
  - 1.4.6 No Collusion in Bidding (pg 25)
  - 1.4.7 Legal Arizona Workers Act Compliance (pg 26)
  - 1.4.8 Bid Bond (pg 27)
  - 1.4.9 Checklist & Addenda Acknowledgement (page 28)
  - 1.4.10 Offer Page (pgs 29-30)

**SECTION 2.0**

**Bid Pricing:**

- 2.1 The Contractor shall submit the Proposal in the form of a firm unit price. Prices shall be in effect for the duration of the contract period. Contractor shall incorporate all profit and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Contractor's or Gila County's discovery of any such price reduction.
- 2.2 The term of the contract shall commence upon award and shall remain in effect for the period the services are performed, canceled or extended as otherwise provided herein.



*Minimum Specifications continued...*

### **SECTION 3.0**

#### **Ordering and Delivery:**

- 3.1 Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The County will assist the Contractor in arranging for inspection.

### **SECTION 4.0    Minimum Specifications: S.O. Tower Installation & Radio Equipment Relocation**

Refer to page 4-7 scope of work. Any exceptions must be explained.

## **INSURANCE PROVISIONS**

### **INDEMNIFICATION CLAUSE:**

Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

### **INSURANCE REQUIREMENTS:**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

#### **1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

- |   |             |
|---|-------------|
| • General Aggregate                         | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury           | \$1,000,000 |
| • Each Occurrence                           | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor."**

#### **2. Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor."**

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

4. **Installation Floater**

\$\_\_\_\_\_

In an amount equal to the initial Contract Amount.

- a. The County of Gila, Contractor, subcontractor and any others with an insurable interest in the work shall be Insured's on the policy.
- b. Coverage shall be written on an all risk, replacement cost basis and shall include coverage for flood and earth movement as well as coverage for losses that may occur during equipment testing.
- c. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the County of Gila, has an insurable interest in the property required to be covered.
- d. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the County.
- e. The Installation Floater must provide coverage from the time the equipment/material becomes the responsibility of the Contractor and shall continue without interruption during the installation, including any time during which the equipment/material is being transported to the installation site, or awaiting installation, whether on or off site.
- f. Policy shall contain a waiver of subrogation against the County of Gila.
- g. Contractor is responsible for the payment of all deductibles under the Installation Floater policy.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, Arizona, 85501** and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

***All certificates and endorsements are to be received and approved by the County before work commences.*** Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash., St., Globe, Arizona, 85501**. The County project/contract number and project description are to be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**QUALIFICATION AND CERTIFICATION FORMS**

**Purpose**

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

**Contract Number 103111-1 S.O. Tower Installation & Radio Equipment Relocation**

The Contractor submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:

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2. Had Contractor (under its present or any previous name) ever failed to complete a contract?  
\_\_\_\_\_Yes \_\_\_\_\_No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? \_\_\_\_\_Yes \_\_\_\_\_No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract for cause with Contractor prior to contract expiration (under your firm's present or any previous name)? \_\_\_\_\_Yes \_\_\_\_\_No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.
5. **Contractor must also provide at least the following information:**
- a. A brief history of the Contractors Firm.
  - b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
  - c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
  - d. List the specific qualifications the Contractor has in supplying the specified services.
  - e. List of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal. The subcontractors Arizona ROC, contact name and phone # must be included.
  - f. Gila County reserves the right to request additional information.

Qualification & Certification continued...

6 **Contractor Experience Modifier (e-mod) Rating in Arizona:** \_\_\_\_\_  
(If Applicable)

A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

6. **Current Arizona Contractor License Number:** \_\_\_\_\_  
(If Applicable)

\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

**PRICE SHEET**

**Complete and Return this form for the total price being proposed.** Attach any pertinent cost breakdowns, sub-totals of component cost, etc. to this proposal-pricing page.

**S.O. TOWER INSTALLATION & RADIO EQUIPMENT RELOCATION PROJECT  
GILA COUNTY, ARIZONA**

We agree to provide all work and material necessary to complete the project as shown on specifications for the following Contract Price:

**Firm Name:** \_\_\_\_\_

**TOTAL CONTRACT PRICE, for the sum of \$** \_\_\_\_\_

**WRITTEN TOTAL CONTRACT PRICE**

\_\_\_\_\_ **Dollars**

**and** \_\_\_\_\_ **Cents.**

\*Note: All labor shall be included in amount proposed.

**REFERENCE LIST**

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

**References**

Please list a minimum of three (3) references for projects of similar size and scope to the as this Invitation for Bids during the past twelve (12) months, in or as close to Gila County as possible.

1. **Company:** \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
Project Name: \_\_\_\_\_
  
2. **Company:** \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
Project Name: \_\_\_\_\_
  
3. **Company:** \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
Project Name: \_\_\_\_\_

\_\_\_\_\_  
**Name of Business**

\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**Title**



**CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING**

At the time of the submission of bids on **Bid No. 103111-1 S.O. Tower Installation & Radio Equipment Relocation** my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the County prior to award of the contract; and that documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, and phone number.

Any subcontractor not listed with the bid must be approved by the County prior to providing any work pursuant to this contract. Further, contractor warrants that all subcontractors will comply with all terms and conditions of this contract. The County reserves the right to terminate the contract if the contractor fails to comply with the provisions of this certification.

☐ It is my intention to subcontract a portion of the work.

☐ It is not my intention to subcontract a portion of the work.

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**Name of Firm**

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**By: (Signature)**

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**Title**



**LEGAL ARIZONA WORKERS ACT COMPLIANCE**

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

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**SURETY (BID) BOND**

(Penalty of this Bond must not be less than 10% of the bid amount)

**KNOW ALL MEN BY THESE PRESENTS,**

that we, the undersigned \_\_\_\_\_, as Principal, hereinafter called the Principal, and \_\_\_\_\_ a corporation duly organized under the laws of the State of \_\_\_\_\_, as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto the Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the Work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal is herewith submitting its proposal for:

**TOWER INSTALLATION & RADIO EQUIPMENT RELOCATION  
GILA COUNTY SHERIFF'S OFFICE , ARIZONA, BID CALL NO. 103111-1**

**NOW THEREFORE**, if the Obligee, acting by and through its County Engineer, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of A.R.S. §34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

**IN WITNESS WHEREOF**, we hereunto set our hands and seals:

**Principal**

**Surety**

**By**

**By Attorney-in-Fact**

**Title**

**Address, Attorney-in-Fact  
Subscribed and sworn to before me**

**This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_**

**My commission expires: \_\_\_\_\_  
Notary Public**

**BID NO.: 103111-1**

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**BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT**

**Bid No. 103111-1**

**NOTICE IS HEREBY GIVEN** that all Bid Documents shall be completed and/or executed and submitted with this RFP. If Contractor fails to complete and/or execute any portion of the Bid Documents, this RFP will be determined to be "non-responsive" and rejected.

**CHECKLIST:**

**REQUIRED DOCUMENT**

**COMPLETED / EXECUTED**

QUALIFICATION & CERTIFICATION FORM

\_\_\_\_\_

REFERENCE LIST

\_\_\_\_\_

BID PROPOSAL

\_\_\_\_\_

PRICE SHEET

\_\_\_\_\_

NO COLLUSION IN BIDDING

\_\_\_\_\_

INTENTIONS CONCERNING SUBCONTRACTING

\_\_\_\_\_

SURETY (BID) BOND

\_\_\_\_\_

-----

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

	#1	#2	#3	#4	#5
Initials	_____	_____	_____	_____	_____
Date	_____	_____	_____	_____	_____

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
CONTRACTOR:

\_\_\_\_\_  
BY:

Each proposal shall be sealed in an envelope addressed to the Public Works Division, Gila County and bearing the following statement on the outside of the envelope: Request for Bids: Bid No. 10311-1 S.O. Tower Installation & Radio Equipment Relocation. All proposals shall be filed with the Gila County Procurement Group in the at 1400 E. Ash St., Globe, AZ on or before December 29, 2011, 2:00 PM.

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**OFFER PAGE**

**TO GILA COUNTY:**

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Invitation for bids.

Signature also certifies the Vendors bid proposal is genuine, and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the Vendor submitting the bid proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Vendor which may compete for the contract; and that no other Vendor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Vendor submitting this proposal.

Pursuant to A.R.S. §35-393.06(B) and 35-391.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

**CONTRACT NUMBER: 103111-1 S.O. Tower Installation and Radio Equipment Relocation**

**Firm Submitting Proposal:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

**For clarification of this offer, contact:**

Name: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_  
**Signature of Authorized Person to Sign**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the Firm.

**ACCEPTANCE OF OFFER**

(For Gila County use only)

***The Offer is hereby Accepted:***

The Vendor \_\_\_\_\_ is now bound to provide the materials or services listed in Invitation for Bid No.: 103111-1 including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as **Contract No. 103111-1**. The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives written notice to proceed from Gila County.

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2012

**GILA COUNTY BOARD OF SUPERVISORS:**

\_\_\_\_\_  
Tommie C. Martin, Chairman, Board of Supervisors

**ATTEST:**

\_\_\_\_\_  
Marian Sheppard, Chief Deputy Clerk of the Board

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Bryan B. Chambers, Chief Deputy County Attorney  
for Daisy Flores, County Attorney